

OTAY WATER DISTRICT  
ENGINEERING, OPERATIONS & WATER RESOURCES COMMITTEE MEETING  
and  
SPECIAL MEETING OF THE BOARD OF DIRECTORS

2554 SWEETWATER SPRINGS BOULEVARD  
SPRING VALLEY, CALIFORNIA  
Board Room

**Wednesday  
June 16, 2010  
11:30 A.M.**

This is a District Committee meeting. This meeting is being posted as a special meeting in order to comply with the Brown Act (Government Code Section §54954.2) in the event that a quorum of the Board is present. Items will be deliberated, however, no formal board actions will be taken at this meeting. The committee makes recommendations to the full board for its consideration and formal action.

**AGENDA**

1. ROLL CALL
2. PUBLIC PARTICIPATION – OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO SPEAK TO THE BOARD ON ANY SUBJECT MATTER WITHIN THE BOARD'S JURISDICTION BUT NOT AN ITEM ON TODAY'S AGENDA

**DISCUSSION ITEMS**

3. APPROVE A PURCHASE ORDER TO FRANK & SONS PAVING IN AN AMOUNT NOT-TO-EXCEED \$200,000 FOR AS-NEEDED ASPHALT PAVING SERVICES FROM JULY 8, 2010 THROUGH JUNE 30, 2011 [ANDERSON] (5 minutes)
4. APPROVE CREDIT CHANGE ORDER NO. 2 TO THE EXISTING CONTRACT WITH CCL CONTRACTING INC. FOR THE CONSTRUCTION OF THE 36-INCH PIPELINE PROJECT IN THE AMOUNT OF <\$63,418.11> [RIPPERGER] (5 minutes)
5. APPROVE A REIMBURSEMENT AGREEMENT WITH RANCHO VISTA DEL MAR, A CALIFORNIA CORPORATION, FOR THE CONSTRUCTION OF A 24-INCH RECYCLED WATER PIPELINE ON ALTA ROAD, NORTH OF CALZADA DE LA FUENTE, FOR THE CAPITAL IMPROVEMENT PROGRAM PROJECT, RECPL-24-INCH 860 ZONE, ALTA ROAD/AIRWAY ROAD (R2077), A PORTION OF THE OTAY MESA RECYCLED WATER SUPPLY LINK PROJECT IN THE AMOUNT OF \$1,029,489 [CHARLES] (5 minutes)
6. SAN DIEGO COUNTY WATER AUTHORITY UPDATE (WATTON) [10 minutes]

7. ADJOURNMENT

BOARD MEMBERS ATTENDING:

Jose Lopez, Chair  
Gary Croucher

All items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

The Agenda, and any attachments containing written information, are available at the District's website at [www.otaywater.gov](http://www.otaywater.gov). Written changes to any items to be considered at the open meeting, or to any attachments, will be posted on the District's website. Copies of the Agenda and all attachments are also available through the District Secretary by contacting her at (619) 670-2280.

If you have any disability that would require accommodation in order to enable you to participate in this meeting, please call the District Secretary at 670-2280 at least 24 hours prior to the meeting.

Certification of Posting

I certify that on June 11, 2010 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Otay Water District, said time being at least 24 hours in advance of the meeting of the Board of Directors (Government Code Section §54954.2).

Executed at Spring Valley, California on June 11, 2010.

  
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Susan Cruz, District Secretary

# AGENDA ITEM 3



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	July 7, 2010
SUBMITTED BY:	Frank Anderson, Utility Services Manager <i>F.A.</i>	W.O./G.F. NO:	DIV. NO. All
APPROVED BY: (Chief)	Pedro Porras, Chief, Water Operations <i>[Signature]</i>		
APPROVED BY: (Asst. GM):	Manny Magaña, <i>m magana</i> Assistant General Manager, Engineering & Operations		
SUBJECT:	AWARD PURCHASE ORDER TO FRANK & SONS PAVING FOR ANNUAL AS NEEDED PAVING SERVICES		

### GENERAL MANAGER'S RECOMMENDATION:

That the Board authorize issuing a blanket purchase order to Frank & Sons Paving in an amount not to exceed \$200,000 for as-needed asphalt paving services from July 8, 2010 through June 30, 2011.

### COMMITTEE ACTION: \_\_\_\_\_

Please see Attachment "A".

### PURPOSE:

To present bid results and request that the Board authorize issuing a blanket purchase order to Frank & Sons Paving for as-needed asphalt paving services from July 8, 2010 through June 30, 2011 in an amount not to exceed \$200,000.

### ANALYSIS:

As a regular course of business, the District is required to maintain and repair its water delivery infrastructure. Routinely this work requires the removal and re-installation of asphalt paving in public roadways. It has been proven more effective and efficient for the District to use outside contractors for its asphalt paving work.

Therefore, the District has contracted for as-needed asphalt paving service for more than six years.

As-needed paving service has been included in the FY 2011 Operating Budget under Contracted Services. The FY 2010 budget for Contracted Services is \$200,000.

In accordance with District purchasing requirements, a notice was published and bids were solicited for this work on a "unit price" basis. On April 15, 2010 ten (10) contractors attended a mandatory pre-bid meeting and on May 6, 2010, seven (7) bids were received and publicly opened with the following results:

Bidder	Weighted Score
Frank and Sons Paving, Chula Vista	938.20
Kirk Paving, Lakeside	954.00
SC Services, Lakeside	1104.30
Koch-Armstrong, Lakeside	1132.00
TC Construction, Santee	1134.25
ATP General Engineering, Chula Vista	1341.10
Angus Asphalt, Santee	1823.00

The low bidder was determined to be Frank & Sons Paving, Chula Vista, CA. Attachment B was produced by Purchasing Manager and is attached.

Frank & Sons Paving was the District's as-needed paving services contractor from 2004 through 2007 with no change orders. We are confident that they will be able to perform the required work.

**FISCAL IMPACT:**

The FY 2010 budget for the Operations Department's Contracted Services needs for asphalt paving and patching is \$200,000. The proposed contract for this work is for an amount not to exceed \$200,000.

**STRATEGIC GOAL:**

Strategy: Stewards of Public Infrastructure  
Goal: Conduct the best practice preventative maintenance activities.

**LEGAL IMPACT:**

None.

  
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General Manager

Attachment "A", Committee Action



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>	Award Purchase Order to Frank & Sons Paving for Annual As-Needed Paving Services
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### COMMITTEE ACTION:

The Engineering/Operations and Water Resources Committee reviewed this item at a meeting held on June 16, 2010. The Committee supported Staff's recommendation.

### NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full board.

**Attachment B**

**As-Needed Paving FY-11 Evaluation Work Sheet**

Months 1-6			<u>Kirk Paving</u>		<u>Koch-Armstrong</u>		<u>Frank &amp; Son</u>		<u>Angus Asphalt</u>		<u>ATP General Engineering</u>		<u>TC Construction</u>		<u>SC Services</u>	
<u>Item</u>	<u>Score</u>	<u>Type of Service</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>
1	10	Asphalt 0"-6"	\$17.00	170	\$ 18.00	180.00	\$ 13.00	130.00	\$ 23.00	230.00	\$ 20.00	200.00	\$ 18.50	185.00	\$16.42	164.20
2	5	Asphalt 7"-12"	\$19.00	95	\$ 20.00	100.00	\$ 15.00	75.00	\$ 26.00	130.00	\$ 22.00	110.00	\$ 20.50	102.50	\$18.17	90.85
3	5	Cap/Sheet 0"-1"	\$ 3.25	16.25	\$ 3.50	17.50	\$ 2.45	12.25	\$ 6.50	32.50	\$ 6.00	30.00	\$ 7.00	35.00	\$ 3.00	15.00
4	1	Satin Seal	\$ 1.00	1	\$ 2.20	2.20	\$ 2.20	2.20	\$ 7.00	7.00	\$ 4.00	4.00	\$ 3.00	3.00	\$ 2.50	2.50
5	1	Traffic Stripping	\$ 1.50	1.5	\$ 1.10	1.10	\$ 1.75	1.75	\$ 6.00	6.00	\$ 2.30	2.30	\$ 2.50	2.50	\$ 2.25	2.25
6	1	Grinding	\$ 4.25	4.25	\$ 7.00	7.00	\$ 3.50	3.50	\$ 10.00	10.00	\$ 8.25	8.25	\$ 6.00	6.00	\$ 4.00	4.00
7	1	Traffic Loops	\$20.00	20	\$ 10.00	10.00	\$ 17.00	17.00	\$ 40.00	40.00	\$ 35.00	35.00	\$ 14.00	14.00	\$25.50	25.50
8	1	Sand/Seal	\$ 3.25	3.25	\$ 1.20	1.20	\$ 2.20	2.20	\$ 7.00	7.00	\$ 3.00	3.00	\$ 3.00	3.00	\$ 2.50	2.50
9	1	Base Rem/Rep	\$35.00	35	\$117.00	117.00	\$ 75.00	75.00	\$200.00	200.00	\$120.00	120.00	\$ 75.00	75.00	\$89.00	89.00
10	10	Saw Cut 0"-6"	\$ 6.00	60	\$ 5.00	50.00	\$ 5.00	50.00	\$ 9.00	90.00	\$ 6.80	68.00	\$ 4.50	45.00	\$ 5.00	50.00
11	10	Saw Cut 6"-12"	\$ 6.00	60	\$ 7.00	70.00	\$ 7.00	70.00	\$ 12.00	120.00	\$ 8.00	80.00	\$ 8.00	80.00	\$ 8.25	82.50
12	1	Saw Cut 12" +	\$ 7.00	7	\$ 10.00	10.00	\$ 8.00	8.00	\$ 13.00	13.00	\$ 10.00	10.00	\$ 10.00	10.00	\$ 8.25	8.25
<b>Total Score Month 1-6</b>				<b>473.3</b>		<b>566</b>		<b>446.9</b>		<b>885.5</b>		<b>670.55</b>		<b>561.00</b>		<b>536.55</b>
Months 7-12			<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>	<u>Bid Price</u>	<u>Total Score</u>
1	10	Asphalt 0"-6"	\$17.50	175	\$ 18.00	180.00	\$ 14.00	140	\$ 24.00	240	\$ 20.00	200.00	\$ 19.10	191.00	\$17.00	170.00
2	5	Asphalt 7"-12"	\$19.50	97.5	\$ 20.00	100.00	\$ 16.00	80	\$ 27.00	135	\$ 22.00	110.00	\$ 21.25	106.25	\$18.75	93.75
3	5	Cap/Sheet 0"-1"	\$ 3.25	16.25	\$ 3.50	17.50	\$ 2.95	14.75	\$ 7.50	37.5	\$ 6.00	30.00	\$ 7.50	37.50	\$ 3.25	16.25
4	1	Satin Seal	\$ 1.00	1	\$ 2.20	2.20	\$ 2.75	2.75	\$ 8.00	8	\$ 4.00	4.00	\$ 3.00	3.00	\$ 2.50	2.50
5	1	Traffic Stripping	\$ 1.50	1.5	\$ 1.10	1.10	\$ 2.05	2.05	\$ 7.00	7	\$ 2.30	2.30	\$ 2.50	2.50	\$ 2.25	2.25
6	1	Grinding	\$ 4.25	4.25	\$ 7.00	7.00	\$ 4.00	4	\$ 11.00	11	\$ 8.25	8.25	\$ 6.00	6.00	\$ 4.00	4.00
7	1	Traffic Loops	\$20.00	20	\$ 10.00	10.00	\$ 17.00	17	\$ 42.00	42	\$ 35.00	35.00	\$ 14.00	14.00	\$36.00	36.00
8	1	Sand/Seal	\$ 3.25	3.25	\$ 1.20	1.20	\$ 2.75	2.75	\$ 8.00	8	\$ 3.00	3.00	\$ 3.00	3.00	\$ 2.75	2.75
9	1	Base Rem/Rep	\$35.00	35	\$117.00	117.00	\$100.00	100	\$205.00	205	\$120.00	120.00	\$ 75.00	75.00	\$89.00	89.00
10	10	Saw Cut 0"-6"	\$ 6.00	60	\$ 5.00	50.00	\$ 5.00	50	\$ 10.00	100	\$ 6.80	68.00	\$ 4.50	45.00	\$ 5.50	55.00
11	10	Saw Cut 6"-12"	\$ 6.00	60	\$ 7.00	70.00	\$ 7.00	70	\$ 13.00	130	\$ 8.00	80.00	\$ 8.00	80.00	\$ 8.75	87.50
12	1	Saw Cut 12" +	7	7	\$ 10.00	10.00	\$ 8.00	8	\$ 14.00	14	\$ 10.00	10.00	\$ 10.00	10.00	\$ 8.75	8.75
<b>Total Score Month 7-12</b>				<b>480.8</b>		<b>566</b>		<b>491.3</b>		<b>937.5</b>		<b>670.55</b>		<b>573.25</b>		<b>567.75</b>
<b>Total Score</b>				<b>954</b>		<b>1132</b>		<b>938.2</b>		<b>1823</b>		<b>1341.1</b>		<b>1134.3</b>		<b>1104.3</b>
Bids Reviewed by Purchasing:			Steve Dobrawa				Date:									

# AGENDA ITEM 4



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	July 7, 2010
SUBMITTED BY:	Ron Ripperger <i>[Signature]</i> Engineering Manager	PROJECT / SUBPROJECT:	P2009- DIV. 5 001103 NO. P2038- 001103
APPROVED BY: (Chief)	Rod Posada <i>[Signature]</i> Chief, Engineering		
APPROVED BY: (Asst. GM):	Manny Magaña <i>[Signature]</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Credit Change Order No. 2 to the Contract with CCL Contracting Inc. for Construction of the 36-Inch Pipeline Project		

### GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) approves Credit Change Order No. 2 to the existing contract with CCL Contracting Inc. (CCL) for construction of the 36-Inch Pipeline Project in the amount of <\$63,418.11> (see Exhibit A for project location.)

### COMMITTEE ACTION:

Please see Attachment A.

### PURPOSE:

To obtain Board authorization for the General Manager to execute Credit Change Order No. 2 (see Exhibit B) for <\$63,418.11> to the contract with CCL.

### ANALYSIS:

At the June 3, 2009 Board Meeting, CCL was awarded the construction contract for the 36-Inch Pipeline Project in the amount of \$16,189,243. The project construction began in July 2009 and is progressing well. The final segments of pipe are currently being

installed in Jamacha Road and Gustavo Street within the City of El Cajon. The smaller portions of the project, which includes replacement of an 8-inch pipe within a private road and replacement of an existing 12-inch pipe within Jamacha Road, are 90% complete and waiting for final tie-ins anticipated to be complete in July 2010. The overall project construction is 75% complete and estimated to be completed in August 2010.

Credit Change Order No. 2 provides for a variety of items including an increase in costs due to revising the location of airvac assemblies from the access manway covers adjacent to the manway vaults. The revision to the location of the assemblies will allow for better access through the manways when needed in the future for maintenance purposes. This change order also includes an increase in costs due to the removal of rocks and boulders encountered during the jack & bore operation within Cuyamaca College and changing the specified spacers within the steel casing to redwood skids. In addition, the pipeline had to be realigned during construction due to conflicts with the new 12-inch pipe. Finally, Bid Item 36, which is an allowance for a Sound Wall within Cuyamaca College, was not needed. A time extension of twenty (20) calendar days will be granted to CCL by approval of this Change Order. Staff and the District's construction manager reviewed, negotiated and agreed to the costs included in this change order.

The following is a table summarizing the value of each item:

Item	Description	Amount
1	Relocation of Airvacs	\$46,369.27
2	Removal of Rock for the Jack & Bore at Cuyamaca	\$46,639.65
3	Realignment of 36-Inch Pipeline and an additional 3 calendar days	\$31,869.58
4	Casing spacers changed to Redwood skids	\$11,973.39
5	Additional Calendar Days (13 Days for Rain Delay)	\$0.00
6	Deletion of Sound Wall Allowance	<\$200,000.00>
7	Additional Calendar Days (4 Days for unknown utilities)	\$0.00
	<b>Total</b>	<b>&lt;\$63,418.11&gt;</b>

Credit Change Order No. 2 provides reimbursement to the District in a net deductive amount of <\$63,418.11>.

**FISCAL IMPACT:**

*RCB*

Funding for the overall project comes from two CIP projects, P2009, the 36-Inch pipeline installation, and P2038, the 12-Inch PVC pipeline replacement. This Credit Change Order reduces the contract by <\$63,418.11> in CIP P2009.

The total budget for CIP P2009, as approved in the FY 2011 budget is \$21,000,000. Total expenditures, plus outstanding commitments and forecast including this Credit Change Order, is \$20,342,111. See Attachment B-1 for budget detail.

The total budget for CIP P2038, as approved in the FY 2011 budget is \$2,387,000. Total expenditures, plus outstanding commitments and forecast, is \$2,250,665. See Attachment B-2 for budget detail.

The Project Manager anticipates that, based on the attached financial analysis, the CIP budgets will be sufficient to support this project.

Finance has determined that funding will be available for CIP P2009 and P2038. Funding for CIP P2009 will be split between 60% Betterment and 40% Expansion Funds. Funding for CIP P2038 will be split between 50% Betterment and 50% Replacement Funds.

**STRATEGIC GOAL:**

This project supports the District's Mission Statement, "To provide the best quality of water and wastewater service to the customers of the Otay Water District, in a professional, effective, and efficient manner." This project fulfills the District's Strategic Goals No. 1 - Community and Governance, and No. 5 - Potable Water, by maintaining proactive and productive relationships with the project stakeholders and by guaranteeing that the District will provide for current and future water needs.

**LEGAL IMPACT:**

None.

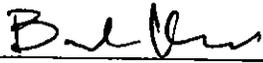


General Manager

P:\WORKING\CIP P2009 36-inch PL - FCF 14 to Reg Site\Staff Reports\BD 07-07-10 , Staff Report, CCL CO#2, (RR-RP).doc  
RR/RP:jf

Attachments: Attachment A  
Attachment B-1  
Attachment B-2  
Exhibit A  
Exhibit B

QA/AC Approved:

NAME:   
BOB KENNEDY

DATE: 6/9/10



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b> P2009-001103 P2038-001103	Credit Change Order No. 2 to the Contract with CCL Contracting Inc. for Construction of the 36-Inch Pipeline Project
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### COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on June 16, 2010. The Committee supported Staff's recommendation.

### NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



## ATTACHMENT B-1

**SUBJECT/PROJECT:** Credit Change Order No. 2 to the Contract with CCL Contracting Inc. for Construction of the 36-Inch Pipeline Project  
 P2009-001103  
 P2038-001103

Otay Water District					Date Updated: May 26, 2010
P2009 - 36-Inch Pipeline from SDCWA Otay FCF No. 14 to the Regulatory Site					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
<b>21,000,000</b>					
<b>Planning</b>					
Labor	274,267	274,267		274,267	
Printing	993	993	-	993	OCB REPROGRAPHICS
	596	596	-	596	MAIL MANAGEMENT GROUP INC
Business Meetings	110	110	-	110	PETTY CASH CUSTODIAN
	49	49	-	49	US BANK CORPORATE PAYMENT
Postage	341	341	-	341	US POSTMASTER
Professional Legal Fees	5,595	5,595	-	5,595	BURKE WILLIAMS & SORENSEN LLP
	187,287	187,287	-	187,287	GARCIA CALDERON & RUIZ LLP
Other Legal Expenses	4,948	4,948	-	4,948	GARCIA CALDERON & RUIZ LLP
	(10,290)	(10,290)	-	(10,290)	WOODRUFF, SPRADLIN & SMART
Regulatory Agency Fees	1,927	1,927	-	1,927	COUNTY OF SAN DIEGO
	100	100	-	100	US FISH & WILDLIFE SERVICE
Consultant Contracts	1,080,288	1,080,288	-	1,080,288	INFRASTRUCTURE ENGINEERING
	25,684	25,684	-	25,684	JONES & STOKES ASSOCIATES INC
	1,100	1,100	-	1,100	SOUTHWESTERN COLLEGE
Service Contracts	398	398	-	398	UNION TRIBUNE PUBLISHING CO
	957	957	-	957	SAN DIEGO DAILY TRANSCRIPT
	350	350	-	350	RYAN BETHKE
	705	705	-	705	OLLI BROS
<b>Total Planning</b>	<b>1,575,404</b>	<b>1,575,404</b>	<b>-</b>	<b>1,575,404</b>	
<b>Design</b>					
Labor	685,507	685,507		685,507	
In House/Labor (future)			-		
Mileage Reimbursement	69	69	-	69	PETTY CASH CUSTODIAN
Meals and Incidentals	63	63	-	63	PETTY CASH CUSTODIAN
Business Meetings	46	46	-	46	PETTY CASH CUSTODIAN
	215	215	-	215	US BANK CORPORATE PAYMENT
Professional Legal Fees	20,000	20,000	-	20,000	STEPHEN V MCCUE ESQ
	26,244	26,244	-	26,244	GARCIA CALDERON & RUIZ LLP
Other Legal Expenses	786	786	-	786	GARCIA CALDERON & RUIZ LLP
Regulatory Agency Fees	271	271	-	271	COUNTY OF SAN DIEGO - DPW
Other Agency Fees	12,830	12,830	-	12,830	CITY OF EL CAJON
			-		COUNTY OF SAN DIEGO
Consultant Contracts	99	99	-	99	PETTY CASH CUSTODIAN
	1,050	1,050	-	1,050	SOUTHLAND TITLE
	1,640	1,640	-	1,640	CALTRANS
	517,320	556,517	(39,198)	517,320	LEE & RO INC
	13,440	13,440	-	13,440	SWINERTON MANAGEMENT
	4,744	4,744	-	4,744	WRA & ASSOCIATES INC
	41,513	41,513	-	41,513	SOUTHERN CALIFORNIA SOIL
	36,750	36,750	-	36,750	MWH CONSTRUCTORS INC
	800	800	-	800	LEE & RO INC

	167,250	93,000	74,250	167,250	SAN DIEGO COUNTY WATER
	107,138	101,801	5,337	107,138	HARRIS & ASSOCIATES INC
	28	28	-	28	SAN DIEGO COUNTY
	5,700	5,700	-	5,700	BELLA TERRA HOA
	700	700	-	700	SUZETTE C SWANGER
	3,000	3,000	-	3,000	RAYMOND KEITH HANNA
	229,800	229,800	-	229,800	GROSSMONT-CUYAMACA COMMUNITY
Service Contracts	7,500	7,500	-	7,500	KEAGY REAL ESTATE
	91	91	-	91	SAN DIEGO DAILY TRANSCRIPT
	244	244	-	244	UNION TRIBUNE PUBLISHING CO
	349	349	-	349	MCGRAW-HILL COMPANIES
	6,912	6,912	-	6,912	REPROHAUS CORP
	-	-	-	-	COUNTY OF SAN DIEGO
Special Projects	48	48	-	48	SEDONA STAFFING SERVICES
<b>Total Design</b>	<b>1,897,133</b>	<b>1,856,743</b>	<b>40,390</b>	<b>1,897,133</b>	
<b>Construction</b>					
Labor	201,761	201,761	-	201,761	
Mileage Reimbursement	119	119	-	119	PETTY CASH CUSTODIAN
Meals and Incidentals	83	83	-	83	PETTY CASH CUSTODIAN
Business Meetings	150	150	-	150	US BANK CORPORATE PAYMENT
Postage	238	238	-	238	US POSTMASTER
Printing	1,132	173	959	1,132	MAIL MANAGEMENT GROUP INC
	141	141	-	141	US BANK CORPORATE PAYMENT
Regulatory Agency Fees	9,400	9,400	-	9,400	SAN DIEGO COUNTY WATER
	3,903	3,903	-	3,903	CITY OF EL CAJON
Other Agency Fees	1,172	1,172	-	1,172	HELIX WATER DISTRICT
Consultant Contracts	1,092,441	926,944	165,496	1,092,441	RBF CONSULTING
	13,128	13,128	-	13,128	SOUTHERN CALIFORNIA SOIL
	28,000	27,513	487	28,000	MARSTON+MARSTON INC
	(368,393)	57,918	(426,311)	(368,393)	LEE & RO INC
	2,500	1,250	1,250	2,500	CPM PARTNERS INC
	252	252	-	252	SAN DIEGO NEIGHBORHOOD
Construction Contracts	947,750	527,000	420,750	947,750	SAN DIEGO COUNTY WATER
	12,869	12,869	-	12,869	SOUTHERN CALIFORNIA SOIL
	27,850	27,850	-	27,850	HELIX WATER DISTRICT
	13,426,661	8,489,969	4,936,692	13,426,661	CCL CONTRACTING
	(63,418)	-	(63,418)	(63,418)	C.O. #2
	1,491,851	936,433	555,418	1,491,851	CALIFORNIA BANK & TRUST
	21,093	21,093	-	21,093	COUNTY OF SAN DIEGO - DPW
Service Contracts	1,311	1,311	-	1,311	UNION TRIBUNE PUBLISHING CO
	266	266	-	266	MCGRAW-HILL COMPANIES
	450	450	-	450	REEL 'EM IN INC
	252	252	-	252	SAN DIEGO NEIGHBORHOOD NEWS
	882	882	-	882	MAIL MANAGEMENT GROUP INC
	121	121	-	121	SD DAILY TRANSCRIPT
Backfill	14,000	14,000	-	14,000	TC CONSTRUCTION INC
Inline Valve	1,609	1,609	-	1,609	FERGUSON WATERWORKS # 1082
Accpt/close-out	-	-	-	-	
<b>Total Construction</b>	<b>16,869,575</b>	<b>11,278,251</b>	<b>5,591,323</b>	<b>16,869,574</b>	
<b>Grand Total</b>	<b>20,342,111</b>	<b>14,710,398</b>	<b>5,631,713</b>	<b>20,342,111</b>	

QA/AC Approved:

NAME:

*Bob Kennedy*  
BOB KENNEDY

DATE:

*6/9/10*



## ATTACHMENT B-2

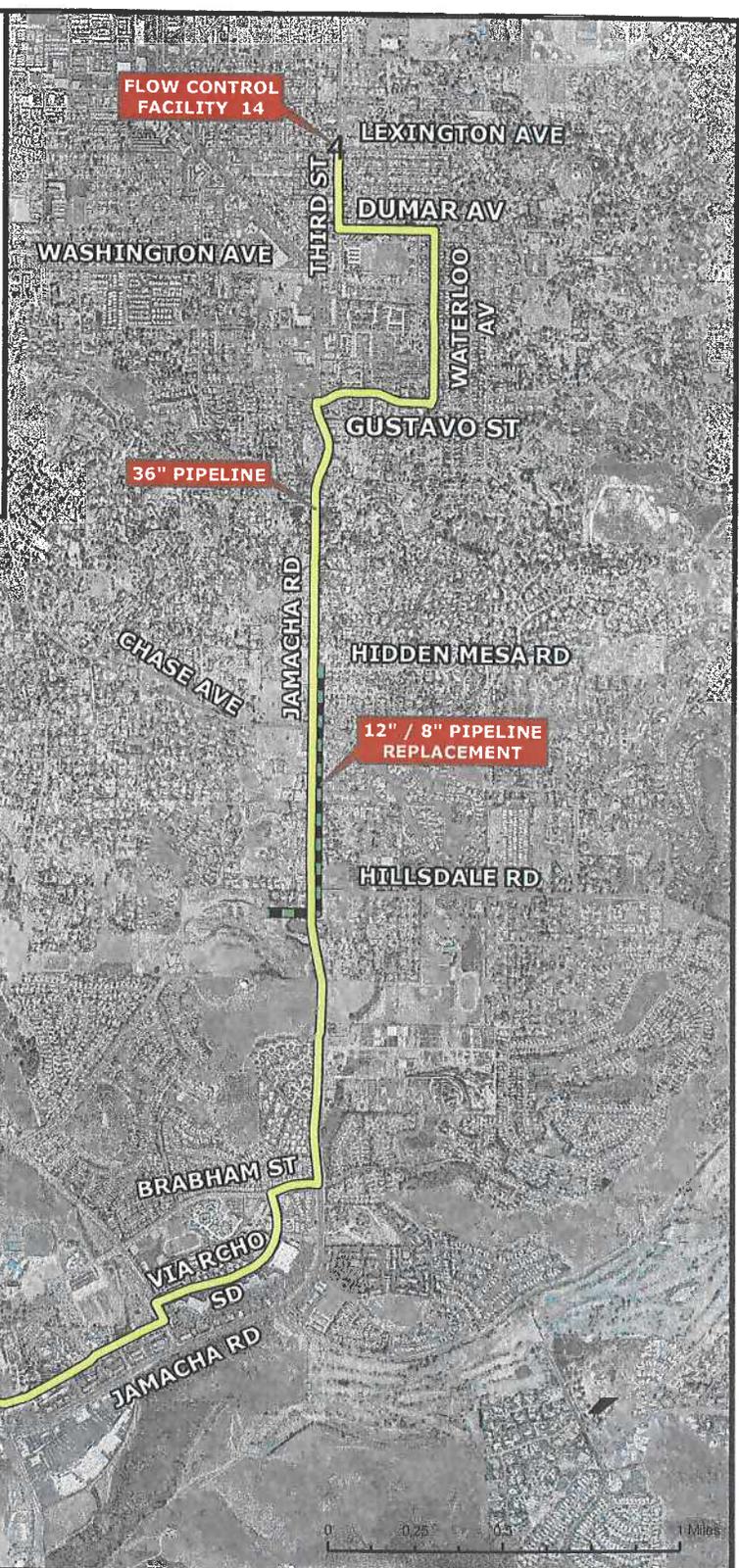
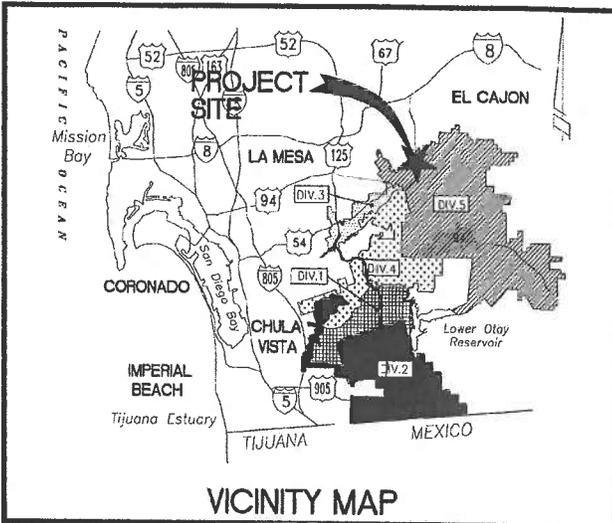
<b>SUBJECT/PROJECT:</b> P2009-001103 P2038-001103	Credit Change Order No. 2 to the Contract with CCL Contracting Inc. for Construction of the 36-Inch Pipeline Project
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Otay Water District		Date Updated: June 07, 2010			
P2038 - PL - 12-Inch, 978 Zone, Hidden Mesa Road					
Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor/Comments
2,387,000					
<b>Planning</b>					
Addl subprojects					
Labor	23,522	23,522		23,522	
Consultant Contracts	1,044	1,044	-	1,044	JONES & STOKES ASSOCIATES INC
<b>Total Planning</b>	24,566	24,566	-	24,566	
<b>Design</b>					
Labor	116,538	116,538		116,538	
Parking and Tolls	5	5	-	5	PETTY CASH CUSTODIAN
Regulatory Agency Fees	271	271	-	271	COUNTY OF SAN DIEGO - DPW
Consultant Contracts	3,067	3,067	-	3,067	MORENO AERIAL PHOTO
Consultant Contracts	54,136	54,136	-	54,136	LEE & RO INC
Service Contracts	700	700	-	700	SOUTHLAND TITLE
	117	117	-	117	SAN DIEGO DAILY TRANSCRIPT
	349	349	-	349	UNION TRIBUNE PUBLISHING CO
	349	349	-	349	MCGRAW-HILL COMPANIES
	2,962	2,962	-	2,962	REPROHAUS CORP
	840	840	-	840	MAYER REPROGRAPHICS INC
Infrastructure Equipment & Mate	131	131	-	131	C W MCGRATH INC
	788	788	-	788	PENHALL COMPANY
For Ops Only - Contracted Servi	1,800	1,800	-	1,800	FRANK & SON PAVING INC
<b>Total Design</b>	182,052	182,052	-	182,052	
<b>Construction</b>					
Labor	152,468	152,468		152,468	
Professional Legal Fees	416	416	-	416	GARCIA CALDERON & RUIZ LLP
Construction Contracts	773,779	773,779	-	773,779	ARRIETA CONSTRUCTION INC
	2,471	2,471	-	2,471	COUNTY OF SAN DIEGO - DPW
	808,385	801,668	6,718	808,385	CCL CONTRACTING
	305,477	182,950	122,527	305,477	CALIFORNIA BANK & TRUST
Infrastructure Equipment & Mate	257	257	-	257	FRANK & SON PAVING INC
Inventory	794	794	-	794	
<b>Total Construction</b>	2,044,047	1,914,802	129,245	2,044,047	
<b>Grand Total</b>	2,250,665	2,121,420	129,245	2,250,665	

QA/AC Approved:

NAME: Bob Kennedy  
**BOB KENNEDY**

DATE: 6/9/10



P:\WORKING\CIP P2009\Graphics\Exhibits-Figures\F2009 Exhibit A, Final Alignment 2-24-09.mxd



**OTAY WATER DISTRICT**  
PIPELINE 36-INCH,  
SDCWA FCF NO. 14 TO REGULATORY SITE

CIP P2009

**EXHIBIT A**

# CONTRACT/P.O. CHANGE ORDER No. 2

**PROJECT/ITEM:** Jamacha Rd 36-Inch Potable Water Pipeline and 12-Inch Potable Water Pipeline Replacement Project

**CONTRACTOR/VENDOR:** CCL Contracting

**REF.CIP No.:** P2009 / P2038

**APPROVED BY:** Board

**REF. P.O. No.:** 710770

**REF. W.O. No.:**

**DATE:** 05/07/2010

**DESCRIPTION:**

See attached page 2 of 2 for continuation.

**REASON:**

See attached page 2 of 2 for continuation.

**CHANGE P.O. TO READ:**

Revise Contract to deduct \$63,418.11 and add 20 days time for a total Contract amount of \$15,881,977.41 with a Contract Duration of 440 Calendar Days.

<b>ORIGINAL CONTRACT/P.O. AMOUNT:</b>	\$	16,189,243.00
<b>ADJUSTED AMOUNT FROM PREVIOUS CHANGE:</b>	\$	15,945,395.60
<b>TOTAL COST OF THIS CHANGE ORDER:</b>	\$	(63,418.11)
<b>NEW CONTRACT/P.O. AMOUNT IS:</b>	\$	15,881,977.49
<b>ORIGINAL CONTRACT COMPLETION DATE:</b>		Aug 4, 2010
<b>CONTRACT/P.O. TIME AFFECTED BY THIS CHANGE:</b>		20 days
<b>CONTRACT COMPLETION DATE:</b>		Aug 24, 2010

IT IS UNDERSTOOD WITH THE FOLLOWING APPROVALS, THAT THE CONTRACTOR/VENDOR IS AUTHORIZED AND DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES. IT IS ALSO AGREED THAT THE TOTAL COST FOR THIS CHANGE ORDER CONSTITUTES FULL AND COMPLETE COMPENSATION FOR OBLIGATIONS REQUIRED BY THE CONTRACT/P.O. ALL OTHER PROVISIONS AND REQUIREMENTS OF THE CONTRACT/P.O. REMAIN IN FULL FORCE AND EFFECT.

**CONTRACTOR/VENDOR:**

*Thomas W. Kahl*  
TITLE: President DATE: 5-26-10  
ADDRESS: CCL Contracting  
1938 Don Lee Place, Escondido, CA 92029

**STAFF APPROVALS:**

PROJ. MGR. *Pou Puffery* DATE: 5-26-10  
DIV. MGR. *Pou Puffery* DATE: 5-26-10  
CHIEF: *Bob Board* DATE: 6/10/10  
ASSIST G.M.: *Inf. Mygand* DATE: 6/10/10

**DISTRICT APPROVAL:**

GEN. MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

- COPIES:  FILE (Orig.),  CONTRACTOR/VENDOR,  CHIEF.-ENGINEERING.,  ASST CHIEF.-FINANCE,  ENGR. MGR.  
 ACCTS PAYABLE,  INSPECTION,  PROJ MGR.,  ENGR. SECRETARY,  PURCHASING

**Description of Work**

<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Time</u>
<u>Item No. 1:</u> This Change Order provides for modification of detail 2/C-43 relocating the AVAR pipe from the flanged manway access cover to adjacent to the manway vault (23 locations).	\$46,369.27	\$0.00	0
<u>Item No. 2:</u> This Change Order provides for removal of rocks and boulders encountered during the jack and bore operation beneath the riparian habitat on Cuyamaca College.	\$46,369.65	\$0.00	0
<u>Item No. 3:</u> This Change Order provides for realignment of the 36-inch pipeline between Stations 217+63 and 220+42 due to a conflicting 12-inch ACP waterline.	\$31,869.58	\$0.00	3
<u>Item No. 4:</u> This Change Order provides for changing the specified casing spacer to redwood skids beneath the riparian habitat on Cuyamaca College.	\$11,973.39	\$0.00	0
<u>Item No. 5:</u> This Change Order adds 13 calendar days due to rain impacts per Contract Specifications 00700-8.5.	\$0.00	\$0.00	13
<u>Item No. 6:</u> This Change Order decreases the amount allocated for Bid Item 36, Sound Wall Allowance by \$200,000.00 to a new authorized amount of \$0.00.	\$0.00	\$200,000.00	0
<u>Item No. 7:</u> This Change Order provides for time extensions associated with use of the Unknown Utilities Allowance associated with encountering utilities and increased asphalt thickness.	\$0.00	\$0.00	4
<b>Sub Total Amount</b>	\$136,581.89	\$200,000.00	20
<b>Total Net Change Order Amount</b>	<u>(\$63,418.11)</u>		

**Revisions to: BID SCHEDULE**

Item #	Description	Quantity	Unit	Unit Price	Amount
36	Sound Wall Allowance	1	LS	LS	\$0.00

**Reason:**

Item No. 1:

Resulting from start-up planning meetings it was determined that accessing the pipeline after construction as part of regular condition assessment inspections through the designated manways would be significantly complicated due to the air/vacuum relief piping inside the vault and connected to the manway cover. It was determined that operational effectiveness would be greatly increased if the necessary air/vacuum relief piping was relocated to the exterior of the manway vaults. This change necessitated addition of a 6-inch flanged outlet at affected locations for connection of the air/vacuum relief piping.

Item No. 2:

During advancement of the casing at the Riparian Habitat jack & bore operation on Cuyamaca College rocks and boulders were encountered necessitating hand removal. Hand removal required removal of the auger and idling of equipment while workers entered the casing with chipping guns to break the rocks and carry out the debris prior to mechanical advancement of the jack & bore operation. This change is necessary to provide compensation for removal of the rock which was not accounted for in the casing installation price.

Item No. 3:

Subsequent to potholing and during excavation for the 36-inch mainline it was discovered that the existing 12-inch ACP waterline between Stations 217+63 and 220+42 was not where the drawings and markout indicated or where nearby potholes indicated. This discovery resulted in the need to perform additional sawcutting, excavation and modification to several joints to shift the alignment of the 36-inch pipeline five feet east between the affected stations to avoid conflicting with the existing pipeline. This change is necessary to provide compensation for the additional work associated with this modification.

Item No. 4:

In order to eliminate any potential for failure of casing spacers it was determined to change the specified casing spacers to redwood skids. This change is necessary to provide compensation for changing the spacers.

Item No. 5:

Contract Documents Section 00700-8.5 provides for no cost time extensions due to weather impacts on the project progress. Weather impacted the project thirteen (13) days between December of 2009 and May 2010. December 7, 11, 22, 2009, January 18, 19, 20, 21, 22, 2010, February 22, 2010 and April 1, 12, 21, 22, 2010.

Item No. 6:

The Contract Allowance Bid Item, Item No. 36, Sound Wall Allowance, was utilized to the maximum practical extent in the performance of the contract work and is no longer required.

Item No. 6:

The Contract Allowance Bid Item, Item No. 37, Unknown or Unidentified Utilities Allowance, was utilized via UUA No.'s 12, 13, 14 and 15 to account for additional scope associated with a conflicting sewer line and portions of the trench excavation were asphalt thickness was more than could have been reasonably been determined. Costs were accounted via the Contractural Allowance, however it was agreed that No.'s 12, 13, 14 and 15 cumulatively resulted in a 4 calendar day extension to the Contract. This change is necessary to provide the time extension agreed upon.

## CHANGE ORDER LOG

**Jamacha Rd 36-inch Potable Water Pipeline and 12-Inch Potable Water Pipeline Replacement**

CCL Contracting

P2009 / P2038  
PO NO. 710770

APPROVED				DESCRIPTION	TYPE C.O.
C.O.	AMOUNT	BY	DATE		
1	(\$243,847.40)	Board	1/6/2010	Differing Site Condition at Tunnel - Change Tunnel to Jack & Bore Operation	Differing Site Condition
2	(\$63,418.11)	Board		Rock Encountered in Jack & Bore, Change Casing Spacer Detail, Conflicting Waterline, Change Manway Detail, Rain Days, Delete Soundwall Allowance, Time associated with field modifications	Differing Site Condition and Owner Program Change
3					
4					
5					
6					
7					
8					
9					
10					
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31					
32					
33					
34					
35					

Total C.O.'s To Date: (\$307,265.51) -1.9%

Original Contract Amount: \$16,189,243.00

Current Contract Amount: \$15,881,977.49

Change Order Breakdown for the Month:

Month	Net C.O.\$	Limit	Authorization	C.O. %
5/10		\$1,000	Insp	0.0%
		\$5,000	PM/Supervisor	0.0%
		\$10,000	Manager	0.0%
		\$15,000	Chief	0.0%
		\$25,000	AGM	0.0%
		\$50,000	GM	0.0%

# AGENDA ITEM 5



## STAFF REPORT

TYPE MEETING:	Regular Board	MEETING DATE:	July 7, 2010
SUBMITTED BY:	David Charles <i>DC</i> Public Services Manager	PROJECT NO./ SUBPROJECT:	R2077-001103
APPROVED BY: (Chief)	Rod Posada <i>RP</i> Chief, Engineering	DIV. NO.	2
APPROVED BY: (Asst. GM):	Manny Magaña <i>MM</i> Assistant General Manager, Engineering and Operations		
SUBJECT:	Reimbursement Agreement with Rancho Vista Del Mar, a California Corporation, for a Portion of the Capital Improvement Program Project, RecPL-24-Inch 860 Zone, Alta Road/Airway Road (R2077), a portion of the Otay Mesa Recycled Water Supply Link Project		

### GENERAL MANAGER'S RECOMMENDATION:

That the Otay Water District (District) Board of Directors (Board) approves the request to execute a Reimbursement Agreement with Rancho Vista Del Mar, a California Corporation, for the construction of a 24-inch recycled water pipeline on Alta Road, north of Calzada De La Fuente, for a portion of the Capital Improvement Program Project, RecPL-24-Inch 860 Zone, Alta Road/Airway Road (R2077), a portion of the Otay Mesa Recycled Water Supply Link Project in an amount of \$1,029,489 (see Exhibit A-1 for project location).

### COMMITTEE ACTION: \_\_\_\_\_

Please see Attachment A.

### PURPOSE:

To obtain Board authorization for the General Manager to enter into a Reimbursement Agreement (see Attachment B) with Rancho Vista Del Mar, a California Corporation, for reimbursement of construction costs for a 24-inch recycled water pipeline on Alta Road North, north of Calzada De La Fuente, for a portion of the Capital Improvement Program Project, RecPL-24-Inch 860 Zone, Alta Road/Airway Road

(R2077), a portion of the Otay Mesa Recycled Water Supply Link Project in an amount of \$1,029,489.

**ANALYSIS:**

Rancho Vista Del Mar, as part of its MUP 98-001 Project, is widening portions of Alta Road, north of Calzada De La Fuente. As part of these improvements, the Developer has agreed to install approximately 2,700 linear feet of 24-inch steel pipe and be reimbursed by the District.

Since the Developer is currently required to improve Alta Road north of Calzada De La Fuente, the Developer has agreed to install the 24-inch steel recycled water pipeline through this project and enter into a Reimbursement Agreement per Policy 26 (Exhibit B) with the District. However, this Agreement is unique in that due to the additional costs for geotechnical, construction management, engineering, survey, and bonding, the soft costs exceeded the 5% as per the policy. Staff negotiated with the Developer to use actual costs rather than the five percent and to provide the District's own construction management. Additionally, the District has agreed to reimburse the Developer via progress payments on a monthly basis.

The Developer received bids for the pipeline construction from five responsive bidders and submitted copies to the District. Staff evaluated and certified that these bids were in compliance with Policy 26 requirement. They are as follows:

BRH Garver West	\$952,019.00
Cass Construction	\$1,011,341.64
TC Construction	\$1,023,455.00
Basile Construction	\$1,451,638.09
CCL Contracting	\$1,459,534.00

Exhibit A-2 depicts the total of \$1,029,489 corresponding to construction and estimated soft costs for this project.

**FISCAL IMPACT:**



The approved total budget for CIP R2077, as approved in the Fiscal Year 2011 budget, is \$4,500,000. Expenditures to date are \$681,813. Total commitments to date, including this agreement are approximately \$1,716,043. (See Attachment C for budget detail.)

The Project Manager anticipates that, based on the attached financial analysis, the budget will be sufficient to support this project.

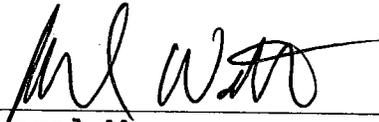
Finance has determined that 100% of the funding is available from the Expansion Fund.

**STRATEGIC GOAL:**

This project supports the District's Mission Statement, "To provide the best quality of water and wastewater service to the customers of the Otay Water District in a professional, effective, and efficient manner," and the District's strategic goal, "To satisfy current and future water needs for potable, recycled, and wastewater services."

**LEGAL IMPACT:** \_\_\_\_\_

None.



\_\_\_\_\_  
**General Manager**

P:\Public-s\Staff Reports\2010\BD 07-07-10, Staff Report, Rancho Vista Del Mar Reimbursement

DC/RP:mlc

- Attachments:   Exhibit A-1  
                  Exhibit A-2  
                  Attachment A  
                  Attachment B  
                  Attachment C

QA/QC Approval:

Name: Ronald H. Rippenger  
          RONALD H. RIPPENGER

Date: 6-11-10



## ATTACHMENT A

<b>SUBJECT/PROJECT:</b>  R2077-001103	Reimbursement Agreement with Rancho Vista Del Mar, a California Corporation, for a Portion of the Capital Improvement Program Project, RecPL-24-Inch 860 Zone, Alta Road/Airway Road (R2077), a portion of the Otay Mesa Recycled Water Supply Link Project
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### COMMITTEE ACTION:

The Engineering, Operations, and Water Resources Committee reviewed this item at a meeting held on June 16, 2010. The Committee supported Staff's recommendation.

### NOTE:

The "Committee Action" is written in anticipation of the Committee moving the item forward for Board approval. This report will be sent to the Board as a Committee approved item, or modified to reflect any discussion or changes as directed from the Committee prior to presentation to the full Board.



**ATTACHMENT B**

**REIMBURSEMENT AGREEMENT**

**REIMBURSEMENT AGREEMENT**  
For  
**CAPITAL IMPROVEMENT PROGRAM WATER FACILITIES**  
Associated With  
**RANCHO VISTA DEL MAR**  
**CIP R2077**

This Reimbursement Agreement ("**Agreement**") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between the Otay Water District, a Municipal Water District formed under the Municipal Water District Act of 1911 ("**District**") and Rancho Vista Del Mar, a California Corporation, with an address at 5440 Morehouse Drive, Suite 4000, San Diego, California, 92121 ("**Developer**"), in view of the following facts and for the following purposes:

**RECITALS**

A. District's Board of Directors has adopted a Master Plan and approved a Capital Improvement Program ("**CIP**") for all regional water facilities ("**Planned CIP Facilities**") throughout District. There are a number of Planned CIP Facilities within and adjacent to Alta Road, north of Calzada De La Fuente (the "**Development**"), which Developer will construct within District's service area in County of San Diego, California.

B. ~~In connection with the Development and the Facilities, Developer was required to complete a Subarea Master Plan (the "SAMP") upon which the Planned CIP Facilities are identified. If required, the SAMP has been completed, is entitled "Subarea Water Master Plan of Potable and Recycled Water for RecPL 24 Inch 860 Zone, Alta Road/Airway Road", dated June 1, 2006 and is incorporated herein by reference. Developer will complete the Planned CIP Facilities as identified in the SAMP, if any, or/and as depicted or described in Exhibit A attached hereto.~~

C. Developer intends to develop its property, which will include substantial public improvements, including the construction of certain of the Planned CIP Facilities within the Development ("**Required CIP Facilities**") as more fully depicted or described in Exhibits A-1 and A-2.

D. Developer recognizes that District will need to construct regional facilities to support this development, typically in advance of the Developer paying all capacity fees.

E. Developer shall conform to, and comply with, all of the conditions set forth in District's current Policy 26, attached hereto as Exhibit B, with the exception of item numbers 6, 7, 8, and 10.

F. Developer shall comply with all terms and conditions in the current District's Code of Ordinances and in the District's Standard Specifications.

G. Developer agrees to encourage participation by Emerging Business Enterprises on construction contracts related to this agreement.

H. In coordination with this Agreement, Developer and District have entered into that certain Agreement for Construction of a Water System dated \_\_\_\_\_, 2010 (“**Construction Agreement**”) wherein Developer’s obligations regarding the construction and completion of the Required CIP Facilities are more fully set forth. The Parties acknowledge that where the terms and conditions of this agreement conflict with the Construction Agreement on matters pertaining to construction and completion of the Required CIP Facilities, the Construction Agreement will control. Similarly, where the terms and conditions of the Construction Agreement conflict with this Agreement on matters pertaining to the reimbursement of Developer by District, this Agreement will control.

### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, in consideration of the above Recitals and of the promises and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, District and the Developer do hereby promise and agree as follows:

1. **Project Cost**

Developer shall design and construct, install and complete a portion of the Required CIP Facilities described in Exhibits C-1 and C-2 in the manner more fully set forth in the Construction Agreement, and shall provide all funds needed for the design, construction, installation and completion of a portion of the Required CIP Facilities with the exception of construction management. In order to remain eligible for reimbursement as provided under this Agreement, the Required CIP Facilities must be constructed and completed within the time provided in the Construction Agreement. Furthermore, to remain eligible for reimbursement, Developer must construct the Required CIP Facilities in compliance with all applicable laws, rules and regulations.

2. **Reimbursement**

Developer shall be entitled to reimbursement for the cost and expense of constructing and completing the Required CIP Facilities consistent with District’s Policy No. 26, with the exception of item numbers 6, 7, 8, and 10, and consistent with any Construction Agreement in form and function satisfactory to District. Except as provided in Policy 26, the District will pay 100% of the reimbursement cost via progress payments after the Board approves the request for reimbursement.

Developer shall submit a request for reimbursement in writing to District and shall attach all documents necessary to demonstrate, to the satisfaction of District, that the work to-date has been completed and accepted and the costs and expenses have been actually and reasonably incurred. The necessary documents shall include (i) copies of bid documents, (ii) invoices, (iii) unconditional lien releases at project completion, and (iv) any other documentation as requested by the District.

3. **Termination**

If not otherwise earlier terminated, this agreement shall terminate on the earlier of (i) the date on which the reimbursements contemplated herein have been paid, or (ii) five (5) calendar years from the date first set forth above, which shall be the date of Board approval; provided that all Developer's warranties and indemnifications shall remain in effect until terminated in accordance with their respective terms. District may terminate this Agreement and its obligations if the General Manager determines that Developer has failed to comply with its obligations hereunder or under the Construction Agreement.

4. **Plan Removal**

Developer shall be required to adhere to District's process for submittal of improvement plans, which includes its contractor bonding for all facilities to be constructed, construction agreements, and project acceptance.

5. **Record Keeping**

Developer shall keep an accurate record of the actual cost to construct the Required CIP Facilities for which reimbursement is requested, in accordance with generally accepted accounting procedures. Developer shall allow an authorized District representative, during Developer's regular business hours and upon reasonable notice, to examine and duplicate any records relevant to verifying the actual cost to construct the Required CIP Facilities, including, without limitation, all contract bids and invoices. Any changes occurring during construction shall be properly documented. Back-up documentation shall be kept by Developer for three (3) years after the completion of the facilities and be provided to District for its review upon its request.

6. **Change Orders**

No change orders will be permitted unless the change order results from an unforeseen sub-surface condition or from a change in the work, design or specifications initiated by District during the construction of the Required CIP Facilities.

7. **General Provisions**

a. **Incorporation of Recitals and Exhibits.** The recitals set forth above and all exhibits referenced in this Agreement are hereby incorporated by reference into this Agreement to be given the same force and effect as if fully set forth herein.

b. **Amendments.** No amendment, modification, supplement, termination or waiver of any provision of this Agreement shall be effective unless executed in writing by both parties and then only in the specified instance and for the specific purpose given.

c. **Notices.** Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party in connection with this Agreement shall be effective (i) on the date a personal delivery is

accepted, (ii) on the date a facsimile of the notice is sent, or on the next business day if the fax is sent after 5:00 p.m. or on a Saturday, Sunday or holiday; provided that receipt and confirmation of the facsimile transmission is attached to a copy of the faxed notice, (iii) on the second business day after mailing by certified or registered United States mail, return receipt requested, or (iv) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express), postage or fee prepaid as appropriate, addressed to the party at the address shown below:

**If to District:** Otay Water District  
2554 Sweetwater Springs Boulevard  
Spring Valley, California 91978-2004  
Attn: General Manager

**If to Developer:** Mr. David Wick  
Rancho Vista Del Mar  
A California Corporation  
5440 Morehouse Drive, Suite 4000  
San Diego, California 92121  
Telephone: (858) 623-9000, ext. 700  
Facsimile: (858) 623-9009

Notice of change of address shall be given by written notice in the manner set forth in this paragraph.

d. Indemnity. Developer agrees to defend, indemnify, protect, and hold harmless District and its governing boards, agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of Developer or its agents, officers or employees, in performing the Work, or any part thereof, and all expenses of investigation and defending against same; provided, however, that Developer's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the negligent acts or omissions or willful misconduct of District or its governing board, agents, officers or employees. District and Developer agree that in the event of any joint or concurrent negligence, they will apportion any established or agreed upon liability proportionate to their respective degree of fault.

e. Applicable Law and Venue. This Agreement and each provision herein shall be interpreted in accordance with the laws of the State of California. The Parties agree that the proper venue for the resolution of any disputes under this Agreement shall be with the Superior Court of the County of San Diego.

f. Successors in Interest. The Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to the Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Agreement shall be vested and binding on their successors in interest.

g. Counterparts. This Agreement may be executed in multiple counterparts, each or which counterpart, if fully executed, shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

h. Effective Date. This Agreement shall not bind the parties and become effective until such time as the authorized representative of Developer has executed the Agreement, and District has approved and the authorized representative of District has executed this Agreement.

i. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto represent and warrant that: (i) such party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of any other Agreement to which said is bound.

IN WITNESS WHEREOF, this Agreement is executed by District and by Developer as of the date first above written.

**OTAY WATER DISTRICT**  
A California Municipal Water District

By: \_\_\_\_\_  
General Manager

Date: \_\_\_\_\_, 2 \_\_\_\_

Approved as to Form.

\_\_\_\_\_  
General Counsel

**RANCHO VISTA DEL MAR**  
A California Corporation

By: \_\_\_\_\_  
David Wick  
Vice-President

Date: \_\_\_\_\_, 2 \_\_\_\_



## ATTACHMENT C

Otay Water District  
R2077 - RecPL - 24-Inch, 860 Zone, Alta Road - A

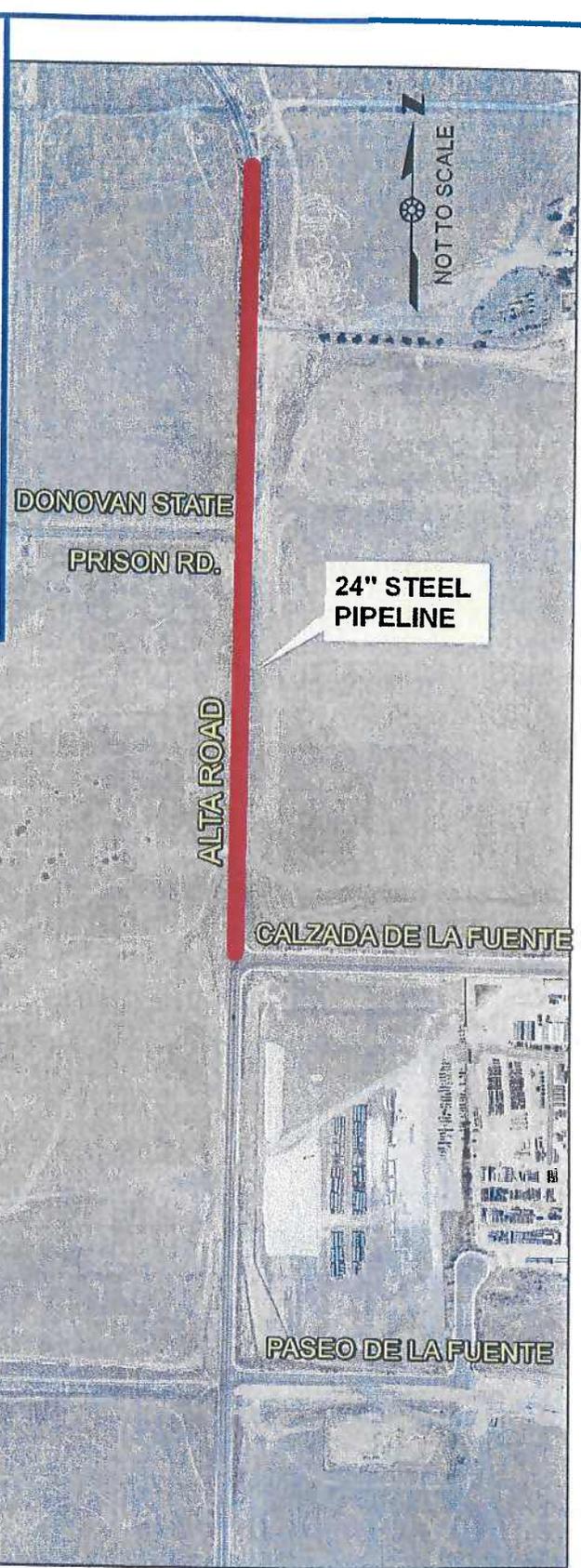
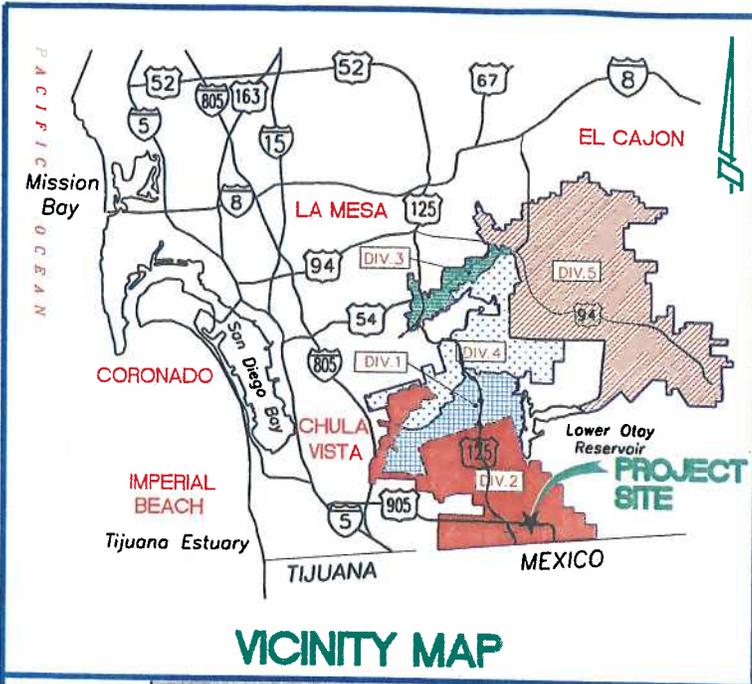
Date Updated: June 11, 2010

Budget	Committed	Expenditures	Outstanding Commitment & Forecast	Projected Final Cost	Vendor / Comments
4,500,000					
<b>Planning</b>					
Labor	\$ 76,728	\$ 76,728		\$ 76,728	
Professional Legal Fees	738	738	-	738	GARCIA CALDERON & RUIZ LLP
Consultant Contracts	38,003	38,003	-	38,003	LEE & RO INC
	67,553	67,553	-	67,553	JONES & STOKES
Service Contracts	1,182	1,182	-	1,182	UNION TRIBUNE PUBLISHING CO
			-	-	
			-	-	
			-	-	
<b>Total Planning</b>	184,205	184,205	-	184,205	
<b>Design</b>					
In House/Labor	313,616	313,616		313,616	
In House/Labor (future)				-	
Mileage	21	21	-	21	PETTY CASH
Office Supplies	64	64	-	64	PETTY CASH
Business Meetings			-	-	PETTY CASH
			-	-	US BANK CORPORATE PAYMENT
Regulatory Agency Fee	6,667	6,667	-	6,667	CITY TREASURER
	6,783	6,783	-	6,783	COUNTY OF SAN DIEGO
	125	125	-	125	STATE WATER RESOURCES
Other Agency Fees	6	6	-	6	PETTY CASH
Consultant Contracts	640	640	-	640	SWINERTON MANAGEMENT
	34,676	34,676	-	34,676	SOUTHERN CALIFORNIA SOIL
	8,000	8,000	-	8,000	SAN-LO AERIAL SURVEYS
	25,988	25,988	-	25,988	HDR ENGINEERING INC
	2,275	2,275	-	2,275	MWH CONSTRUCTORS INC
	39,650	39,650	-	39,650	DARNELL & ASSOCIATES INC
Service Contracts	6,930	6,930	-	6,930	AEGIS ENGINEERING MGMT INC
	1,800	1,800	-	1,800	SAN-LO AERIAL SURVEYS
	138	138	-	138	UNION TRIBUNE
	6,680	1,939	4,741	6,680	REPROHAUS CORP
<b>Total Design</b>	454,058	449,318	4,741	454,058	
<b>Construction</b>					
In House/Labor	19,485	19,485		19,485	
Consultant Contracts	21,808	21,808	-	21,808	JC HEDEN AND ASSOCIATES INC
	700	700	-	700	HDR ENGINEERING INC
	1,198	1,198	-	1,198	RBF CONSULTING
Service Contracts	21	21	-	21	SAN DIEGO DAILY TRANSCRIPT
Inventory	981	981	-	981	
Materials	822	822	-	822	WESTBURNE SUPPLY INC. #86
	47	47	-	47	C.W. MCGRATH, INC.
Outside Services	50	50	-	50	C.W. MCGRATH, INC.
	3,180	3,180	-	3,180	ALCEM FENCE COMPANY INC.
Reimbursement Agreement	1,029,489		1,029,489	1,029,489	RANCHO VISTA DEL MAR
Accpt/close-out			-	-	
<b>Total Construction</b>	1,077,780	48,291	1,029,489	1,077,780	
<b>Grand Total</b>	\$ 1,716,043	\$ 681,813	\$ 1,034,230	\$ 1,716,043	

QA/QC Approval:

Name: Ronald H. Rippenber  
 RONALD H. RIPPENBER

Date: 6-11-10



**OTAY WATER DISTRICT**  
 ALTA ROAD – NORTH OF CALZADA DE LA FUENTE  
 LOCATION MAP

R2077

EXHIBIT A-2

Project Name: Alta Road, north of Calzada De La Fuente  
 Location: Alta Road, County of San Diego  
 Project Engineer: Bartolome J. Pastor  
 OWD Project No.: D0459-090007  
 Date: 6/9/2010

Project No. CG-4540 24-inch Steel CML&C Recycled Water Pipeline

Item No.	Description	Cost
1	Alta Consultants: Engineering design, construction administration, and job closeout	\$51,000.00
2	Cass Construction: Pothole & Concrete Cap	\$10,940.00
3	JT Kruer & Co.: Bidding	\$11,030.00
4	Otay Water District Plan Check Fee	\$3,000.00
5	BRH Garver West: 24-Inch Pipeline Construction	\$952,019.00
6	TRH, Inc.	\$1,500.00
TOTAL		\$1,029,489.00

Reimbursement Estimate Amount: \$1,029,489.00

QA/QC Approval:

Name: Ronald H. Rippenger Date: 6-11-10  
 RONALD H. RIPPERGER

# EXHIBIT B

OTAY WATER DISTRICT BOARD OF DIRECTORS POLICY			
Subject	Policy Number	Date Adopted	Date Revised
DISTRICT ADMINISTRATION OF REIMBURSEMENT AGREEMENTS	26	2/10/93	7/05/06

## PURPOSE

This policy establishes guidelines for how the District will administer reimbursement agreements for facilities, both Master Plan and Non-Master Plan. It also describes when and how the District will participate in the cost of such facilities.

## BACKGROUND

Policy 25 requires that development which creates the need for new facilities must bear all costs to construct and finance the on-site, in-tract and off-site water, wastewater, and recycled water systems.

"On-site" facilities are defined as those pipelines, pump stations and reservoirs required within a developer's project boundaries. "Off-site" facilities are those facilities located outside a project's boundary that are required to serve the project. "In-tract" facilities are defined as those non-regional facilities that serve only the project being constructed. These facilities are typically 6 inch through 12 inch pipelines. In-tract facilities are the sole responsibility of the developer/property owner until the facilities and all required property easements are dedicated to, and accepted by, the District pursuant to authority granted by the Board to the General Manager.

The District's Master Plan includes all regional on-site and off-site facilities anticipated to be necessary to provide service throughout the District. The District's capacity fees have been calculated to pay for the cost of all the regional facilities identified in the Master Plan including the developer/property owner portion of such facilities. The District does not subsidize development but it does undertake responsibility to insure that those regional facilities necessary to serve a particular development are constructed and that the costs associated with the construction of said facilities is fairly distributed among all users.

## POLICY

A. Master Plan Facilities-Reimbursement by the District: For facilities identified in the Master Plan, both on-site and off-site, the District may reimburse the developer for construction and design costs if the project meets the following guidelines:

**OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
DISTRICT ADMINISTRATION OF REIMBURSEMENT AGREEMENTS	26	2/10/93	7/05/06

1. The project must be in the District's approved five-year Capital Improvement Program (CIP) at the time of the request, and shall not exceed the CIP budget amount without prior Board approval.
2. The District has approved a Sub-Area Master Plan (SAMP) and any required maps, upon which the facilities are clearly described.
3. The developer makes an irrevocable offer to dedicate the facilities and any easements required for the operation and maintenance of the facilities to the District, which offer is accepted by the General Manager and all applicable language and documentation of the dedication(s) is prepared and recorded, all in the manner authorized by the Board.
4. The developer enters into an Agreement for Construction of a Water System with the District.
5. The developer/property owner obtains bids from qualified contractors and provides copies of the bids to the District. The developer/property owner is responsible for selecting the lowest responsive responsible bidder. The developer/property owner will be reimbursed for the CIP portions of the project based on the unit prices submitted with the lowest responsive responsible bid.
6. The cost of addressing environmental issues, such as burying a reservoir, shall not be reimbursable unless they are currently addressed in the District's Master Environmental Impact Report and CIP.
7. All soft costs, such as engineering, inspection, bonds, etc., will be included in the reimbursement cost at five percent of the construction costs.
8. Except as provided below, the District will pay 100 percent of the reimbursement cost after the General Manager accepts the project.
9. The District may elect to finance the facilities by borrowing if, after analysis by the Finance Department, it is determined that the borrowing fits into the District's financial plan as outlined in Policy 25.
10. If for any reason reimbursement funds are not available at the time the project is operationally complete, the District may elect to defer or a portion of the reimbursement the District determines is due the developer until the General Manager accepts

**OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
DISTRICT ADMINISTRATION OF REIMBURSEMENT AGREEMENTS	26	2/10/93	7/05/06

the dedication of the project and until all liens, claims and/or bonds, as applicable, have been released in the manner provided under the Agreement for Construction of a Water System.

11. Funds for reimbursement shall be carried as a CIP until the reimbursement is made.
12. Each reimbursement agreement requires approval by the Board. A Staff Report will be prepared and reviewed with the Finance Department prior to presentation to the Board for approval.
13. This type of reimbursement agreement ends five (5) years after Board's original approval. The reimbursement agreement may be terminated prior to said (5) year term by the General Manager upon a determination that the developer has failed to comply with its obligations under the Reimbursement Agreement or the Agreement for Construction of a Water System.
14. If the reimbursement agreement expires prior to the facilities by the District or prior to payment of reimbursement, the Developer shall no longer be entitled to reimbursement. The Developer may submit new documentation and request that the District enter into a new reimbursement agreement. If the District agrees to enter into a new reimbursement agreement for the facilities, however, the District may revise the terms and amounts of reimbursement at its discretion based on information available at the time of the request.
15. All reimbursement requests shall be submitted to the Board for consideration and shall not be processed without prior Board approval.

B. Non-Master Plan Facilities-Reimbursement to Developer by Future Users: Occasionally, a developer/property owner requests the District to administer a reimbursement agreement to collect money from future customers who connect to the facility built by the developer/property owner. If the District agrees, the District collects the reimbursement amount from each customer connecting to the facility, together with any other District connection fees. The reimbursement portion of the customer's payment is forwarded by the District to the developer/property owner as reimbursement.

The District may administer this type of reimbursement agreement if the developer/property owner's project meets the following criteria and guidelines:

**OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
DISTRICT ADMINISTRATION OF REIMBURSEMENT AGREEMENTS	26	2/10/93	7/05/06

1. The developer/property owner demonstrates the facilities to be constructed have adequate capacity to serve future customers.
2. The developer/property owner requests and executes a reimbursement agreement, which is presented to the Board for approval in conjunction with the presentation of an agreement to construct.
3. The property owner deposits with the District the estimated cost for District staff to prepare a nexus study and obtain Board approval for the reimbursement agreement. District staff will provide a written estimate of the required deposit to the property owner within 15 days of the property owner's request.
4. The property owner provides three (3) bids from qualified contractors for the purpose of establishing the cost of the facilities and the portion of the reimbursement amount which is to be allocated to future connections.
5. A nexus study shall be performed by District staff to identify those who may benefit from the construction of the proposed facility and the amount they shall reimburse the developer/property owner who constructed the facility.
6. Prior to the public notice being sent to those property owners affected by the reimbursement agreement, an informational staff report will be presented to the Board.
7. The District shall notice all those property owners that will be subject to the reimbursement charge. These property owners will then be responsible to pay their fair share of the cost of the facilities at such time as they connect to the system. The fair share will be based on their Assigned Service Unit/Equivalent Dwelling Unit (ASU/EDU) contribution to the total projected ASU/EDU to use the system. The reimbursement charge will be in addition to any other fees a property owner would pay to the District to obtain service.
8. Each reimbursement agreement requires approval by the Board. Prior to presenting a reimbursement agreement to the Board, staff must obtain two originals signed by an authorized representative of the developer/property owner. A Staff Report must then be prepared and reviewed with the Finance Department prior to presentation to the Board for approval.

**OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
DISTRICT ADMINISTRATION OF REIMBURSEMENT AGREEMENTS	26	2/10/93	7/05/06

9. This type of reimbursement agreement shall be valid for 10 years from the date of Board approval. After the 10 year period has lapsed the collection of the reimbursement amount by the District shall cease.
10. Concurrently with submission of a signed reimbursement agreement, the developer/property owner must pay an administrative fee to the District to defray costs related to the review of the request and the negotiation and execution of the reimbursement agreement. The amount of the administrative fee will be calculated at the staff rate existing at the time of said submission.
11. In addition, concurrently with payment of the fee described above, developer must pay a fee to defray costs estimated to be incurred per each connection to be established during the term of the reimbursement agreement. The amount of this fee will be calculated based on an estimated 6 man hours per connection. The staff rate in existence at the time the reimbursement agreement is executed will be used as a base and it will be projected to change each year to account for changes in the COLA, as determined by the District's finance department.
12. The District will not distribute any reimbursement funds to the developer/property owner until the project has been accepted by the Board. The distribution of reimbursement funds will occur as the District collects the funds from new customers who connect to the facility, but not more frequently than once per year.
13. District staff shall collect the reimbursement amount due at the same time the standard District capacity fees for the new service are collected.
14. If the reimbursement agreement expires prior to the facilities by the District or prior to payment of reimbursement, the Developer shall no longer be entitled to reimbursement. The Developer may submit new documentation and request that the District enter into a new reimbursement agreement. If the District agrees to enter into a new reimbursement agreement for the facilities, however, the District may revise the terms and amounts of reimbursement at its discretion based on information available at the time of the request.
15. All reimbursement requests shall be submitted to the Board for consideration and shall not be processed without prior Board approval.

**OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
DISTRICT ADMINISTRATION OF REIMBURSEMENT AGREEMENTS	26	2/10/93	7/05/06

C. Non-Master Plan Facilities-Reimbursement to Developer by the District: Normally the District would not participate in the cost of facilities which are not identified in the Master Plan. These facilities are of benefit only to the adjoining property and should ordinarily be financed solely by the developer/property owner proposing the new facility. Nonetheless, there may be circumstances where the General Manager determines that it is appropriate for the District to participate in the cost of a non-Master Plan facility. Typical reasons would be in order to accommodate future growth or betterment of the system. In these instances, the District may establish special fees to recover the reimbursement costs from benefiting property owners as they connect to the system.

The District may reimburse the developer/property owner for construction costs if the project meets the following criteria and guidelines:

1. The General Manager has determined that it is appropriate for the District's customers to participate in the construction of the project.
2. The developer/property owner shall obtain three (3) bids from qualified contractors and provide copies of the initial bids to the District. The developer/property owner is responsible for selecting the lowest responsive bidder. The developer/property owner will be reimbursed for the CIP portions of the project based on the unit prices submitted with the lowest responsive bid.
3. A nexus study will be performed by the District to identify those property owners who may benefit from the construction of the proposed facility.
4. Prior to the public notice being sent to those property owners affected by the reimbursement agreement, an informational Staff Report shall be presented to the Board.
5. The District shall notice all those property owners which will be subject to the reimbursement charge. These properties will then be responsible to pay their fair share of the cost of the facilities, plus interest, at such time as they connect to the system.
6. The developer/property owner shall request and execute the reimbursement agreement with the District prior to awarding any contracts for construction.

**OTAY WATER DISTRICT  
BOARD OF DIRECTORS POLICY**

Subject	Policy Number	Date Adopted	Date Revised
DISTRICT ADMINISTRATION OF REIMBURSEMENT AGREEMENTS	26	2/10/93	7/05/06

7. Each reimbursement agreement requires approval by the Board. A Staff Report shall be prepared and reviewed with the Finance Department prior to presentation to the Board for approval.
8. Except as provided below, the District will pay 100 percent of the reimbursement cost after the General Manager accepts the project.
9. The District may elect to finance the facilities by borrowing, if it is determined that borrowing is in the best interest of the District's customers.
10. If for any reason reimbursement funds are not available at the time the project is operationally complete, the District may elect to defer the reimbursement until the General Manager determines that it is appropriate to make payments.
11. Funds for reimbursement shall be carried as a CIP until the reimbursement has been made.
12. This type of reimbursement agreement contains no end date for the collection by the District of its contributed share of the cost, and shall be the responsibility of all current and subsequent property owners.
13. District staff shall collect the reimbursement amount due at the same time the standard District capacity fees for the new service are collected.
14. If the reimbursement agreement expires prior to the facilities by the District or prior to payment of reimbursement, the Developer shall no longer be entitled to reimbursement. The Developer may submit new documentation and request that the District enter into a new reimbursement agreement. If the District agrees to enter into a new reimbursement agreement for the facilities, however, the District may revise the terms and amounts of reimbursement at its discretion based on information available at the time of the request.
15. All reimbursement requests shall be submitted to the Board for consideration and shall not be processed without prior Board approval.

**OTAY WATER DISTRICT  
CAPITAL IMPROVEMENT PROGRAM**

CIP Number: R2077

**PROJECT TITLE:** RecPL - 24-Inch, 860 Zone, Alta Road - Alta Gate/Airway

<b>PROJECT MANAGER:</b>	Kennedy	<b>DIRECTOR DIVISION:</b>	2
<b>ORIGINAL APPROVED DATE:</b>	5/23/2006	<b>I.D. LOCATION:</b>	7
<b>RELATED CIP PROJECTS:</b>	R2048, R2058, R2087, R2088	<b>PRIORITY:</b>	1
		<b>BUDGET AMOUNT:</b>	\$4,500,000

**DESCRIPTION OF PROJECT:**

Construction of approximately 9,300 feet 24-inch pipeline within the 860 Pressure Zone in Alta Road from the Alta Gate location to Airway Road. This project will be constructed as part of the Otay Mesa recycled water system.

**JUSTIFICATION OF PROJECT:**

This project will provide transmission capacity for development of Otay Mesa and link the planned 860-1 Reservoir with the recycled water transmission system in Otay Mesa.

**COMMENTS:**

Funding opportunity is the United States Bureau of Reclamation Water Reclamation and Reuse Program, Title XVI of P.L. 102-575.

**FUND DETAIL:**

<b>FUNDING SOURCE:</b>	<b>Expansion</b>	<b>Betterment</b>	<b>Replacement</b>	<b>Total</b>
Recycled	100%			100%
<b>TOTAL:</b>	100%			100%

**EXPENDITURE SCHEDULE (X \$1,000):**

<b>PRIOR YEARS:</b>	<b>FY</b>	<b>FY</b>	<b>FY</b>	<b>FY</b>	<b>FY</b>	<b>FY</b>	
<b>TOTAL</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>TOTAL</b>
\$624	\$1,750	\$2,121	\$5				\$4,500

**OTAY WATER DISTRICT  
CAPITAL IMPROVEMENT PROGRAM**

CIP Number: R2077

**PROJECT SCHEDULE:**

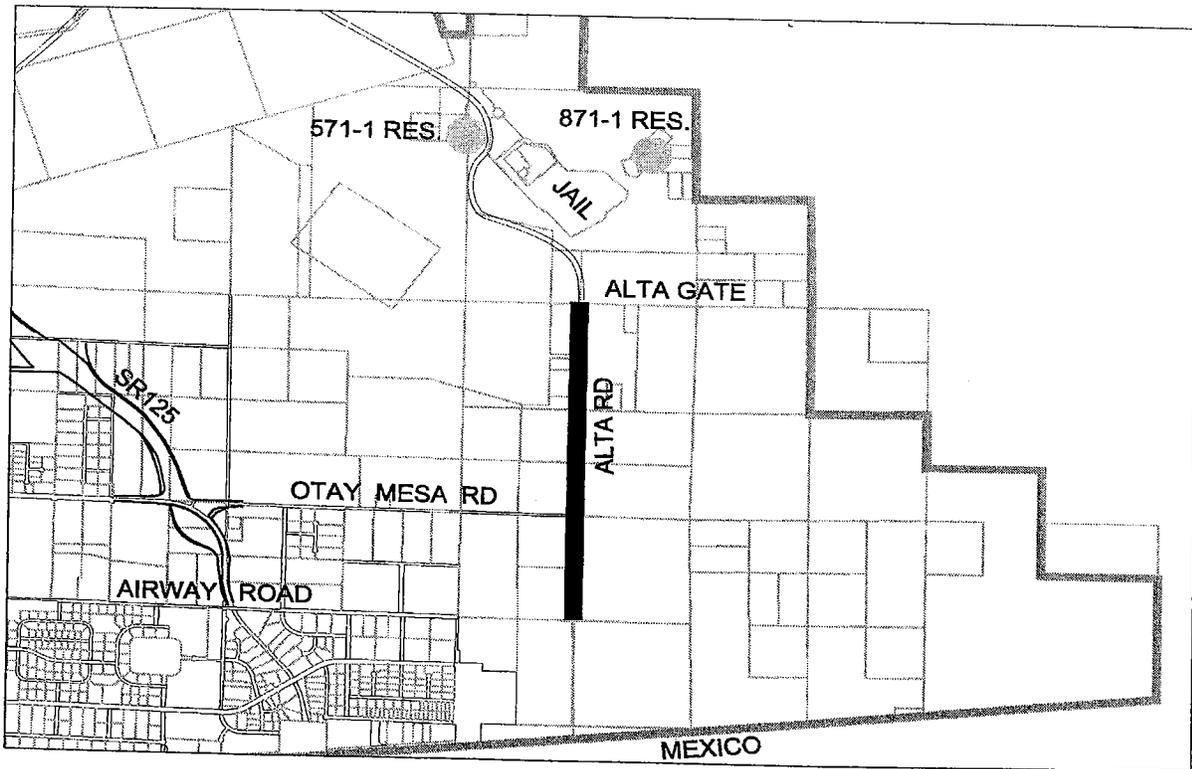
PROJECT PHASE:	ESTIMATED START DATE:	ESTIMATED FINISH DATE:	ESTIMATED COST (X \$1,000):
PLANNING:	07/01	12/09	\$164
DESIGN:	01/10	06/11	\$451
CONSTRUCTION:	07/11	06/13	\$3,885

**PROJECTED INCREMENTAL OPERATING EXPENDITURES SCHEDULE (\$):**

FY	FY	FY	FY	FY	FY	TOTAL
2011	2012	2013	2014	2015	2016	
			\$3,200	\$3,300	\$3,400	\$9,900

**PROJECT LOCATION:** Thomas Bros. Map: 1332

OWD Map Book: 39



Submitted By: Bob Kennedy

Date: 02/19/2010